

COPY

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

RECEIVED
JUL 3 0 2002

Illinois Commerce Commission
RAIL SAFETY SECTION

VILLAGE OF ROCKTON,)
WINNEBAGO COUNTY, ILLINOIS)

Petitioner,)
vs.)

I & M RAIL LINK, L.L.C. A)
DELEWARE LIMITED LIABILITY)
COMPANY, AND THE STATE OF)
ILLINOIS, DEPARTMENT OF)
TRANSPORTATION, DIVISION OF)
HIGHWAYS,)

Respondent)

General No. 702-0081

Petition of the Village of Rockton for)
an Order of the Illinois Commerce)
Commission directing the construction)
of a public grade crossing at I & M Rail)
Link right of way in the Village of)
Rockton, Winnebago County, Illinois;)
directing the installation of automatic)
flashing light signals and gates)
controlled by constant warning time)
security and dividing the cost of)
installation among the parties and)
directing that a substantial portion of said)
costs be borne by the Grade Crossing)
Protection Fund.)

PETITION

NOW COMES the PETITIONER, VILLAGE OF ROCKTON, WINNEBAGO
COUNTY, ILLINOIS, the "Village", and for its Petition to the Illinois Commerce
Commission, states as follows:

1. Respondent, I & M RAIL LINK L.L.C, "Railroad", as of the date of filing
this petition, operates a single main line track in a generally north to south direction
through the Village of Rockton, Winnebago County, Illinois.

DOCKETED

2. The Village plans to purchase an area of land boarded by the Rock River, Illinois Route 2 (a limited access highway) and the subject railroad track. An aerial photograph of the area is attached hereto as Exhibit A. A map showing the area in relations to the Village is attached hereto as Exhibit B.

3. The Village plans to develop the proposed area into a recreational park with baseball diamonds, soccer fields, and a concession stand. A copy of the proposed park plan is attached hereto as Exhibit C.

4. The Alliant Energy Corporation also plans to place a sub-station on the subject property and use the proposed crossing for access to the sub-station. A correspondence from Alliant showing their need and potential use of the crossing is attached hereto as Exhibit D.

5. The Village and Railroad have negotiated and executed a Private Roadway and Crossing Agreement with creating a license to place a crossing in the subject area. A copy of the Agreement is attached hereto as Exhibit E.

6. Because the river and a limited access highway border the area of land, the only way to access the area is across the railroad tracks via Old River Road. The Illinois Department of Transportation has denied a request to establish an emergency access to the property via Route 2. Therefore, alternate vehicular access cannot be provided at a cost equal or less than the cost of establishing the crossing.

7. The Village proposes to authorize the construction of a vehicular and pedestrian grade crossing located 1,400 feet south of Ferry St. due to the near parallel alignment of both the rails and Old River Road and the clear line of sight up and down the rails. The crossing is proposed to have two (2) lanes of vehicular traffic, one each

direction, together with sidewalk area for pedestrian traffic. The plans of which are attached hereto as Exhibit F.

8. Due to the nature of the intended use as a park and the anticipated volume of vehicular and pedestrian traffic that will utilize the proposed crossing, the Village proposes to approve the installation of a continuous full depth bituminous concrete vehicular crossing surface and pedestrian/bicycle surface. The Village further requests that the proposed vehicular crossing be equipped with automatic flashing lights, signals and gates being controlled by constant warning time security.

9. It is anticipated that upon construction of the proposed grade crossing as set forth in the attached plans across the railroad's track, the average daily traffic will not exceed 250 cars a day. Because of the nature of the proposed area, the amount of traffic will greatly increase during seasonal weekends.

10. The public safety, convenience and necessity requires that establishment of a new public grade crossing in the area proposed across the tracks within the Village.

11. The Village has been informed by the Railroad that the subject track is traversed by a train two times a day six days a week although rarely, a train will pass the area four times a day. The trains travel by the area at a speed of 25 miles per hour. The railroad attempts to ensure that the first train goes through at 7:15 a.m. and the second before noon. All the trains are freight trains and there is no passenger train traffic on the subject line.

12. By reason of the anticipated volume of rail, nature of the area to be used, vehicular and pedestrian traffic, the installation of automatic flashing lights, signals with

gates and automatic pedestrian gates, each equipped with constant warning time security, is warranted in the interest of public safety.

13. In view of the warning devices proposed to be installed at the new grade crossing location, the Village requests that the Illinois Commerce Commission excuse the railroad from sounding of its bell and whistle in advance of the aforesaid crossing location.

14. The proposed crossing does not pose risks to train crews or motorists beyond those normally associated with at-grade crossings.

15. The Agreement between the Railroad and Village is evidence that the Respondent does not object to the petition. Exhibit E.

16. Further, the Private Roadway and Crossing Agreement demonstrates that the location would not interfere with the railroad's operational activities such as switching and usage of a passing track that would result in substantial delay of, or hazard to, motor vehicles.

17. The Village has applied for a grant from the Illinois Department of Natural Resources under its Open Space Lands Acquisition and Development (OSLAD) grant program to assist in the cost of acquiring the land.

18. Due to the limited resources of the Village and the uncertainty of whether the Village will ultimately be able purchase the subject property, it is the best interest of the people of the Village of Rockton that the Commission's granting of this petition be contingent on the purchase of the subject land.

WHEREFORE, Petitioner, THE VILLAGE OF ROCKTON, WINNEBAGO COUNTY, ILLINOIS, prays that the Illinois Commerce Commission view the area, if it

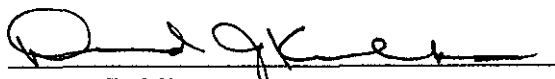
deems necessary and set the aforesaid matter for hearing, with notice to the parties thereto, and after such hearing enter an Order directing construction of a public grade crossing consisting of a continuous full depth bituminous concrete vehicular crossing and pedestrian/bicycle crossing at the proposed location approximately 1,400 feet south of Ferry Street off of Old River Road and the tracks of the railroad in the Village of Rockton, Winnebago County, Illinois; directing the installation of automatic flashing lights, signals and gates controlled by constant warning time circuitry; dividing the cost of installation among the parties; ordering that the Respondent, I & M Rail Link L.L.C., be excused from the requirement of the sounding of the train horn or bell in advance of the subject grade crossing; and if the Illinois Commerce Commission deems necessary, providing such other and further relief as may be appropriate. That the said Order is to be contingent on the Village purchasing the subject area of land.

Dated: July 22, 2002

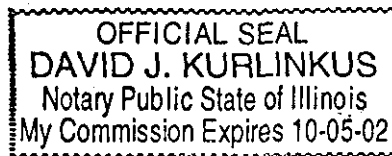
VILLAGE OF ROCKTON, WINNEBAGO
COUNTY, ILLINOIS

BY: 
Dale Adams, Village President

Given under my hand and Seal this 22nd day of July, 2002.


Notary Public

Prepared by:
Nicolosi & Associates, P.C.
Gino Galluzzo
Robert C. Torbert
190 Buckley Dr.
Rockford, Illinois 61107
(815) 229-5789
Rob@nicolossilaw.com



Attachment A"

Illinois Rt. 2
(partially access controlled)

Proposed Crossing

Rock River

EXHIBIT

A

subject

DOC - 1
PARKLAND INVENTORY
FERGUSON ATHLETIC FIELDS
VILLAGE OF ROCKTON

EXHIBIT

B

tabbles

PROPOSED ACQUISITION

VILLAGE GREEN PARK
2 ACRES
SWIMMING POOL
SMALL PLAYGROUND
COMMUNITY PARK

HONONEGAH HIGH SCHOOL
6.7 ACRES
2 LIGHTED BALL FIELDS
2 TENNIS COURTS
CONCESSION BUILDING
COMMUNITY PARK

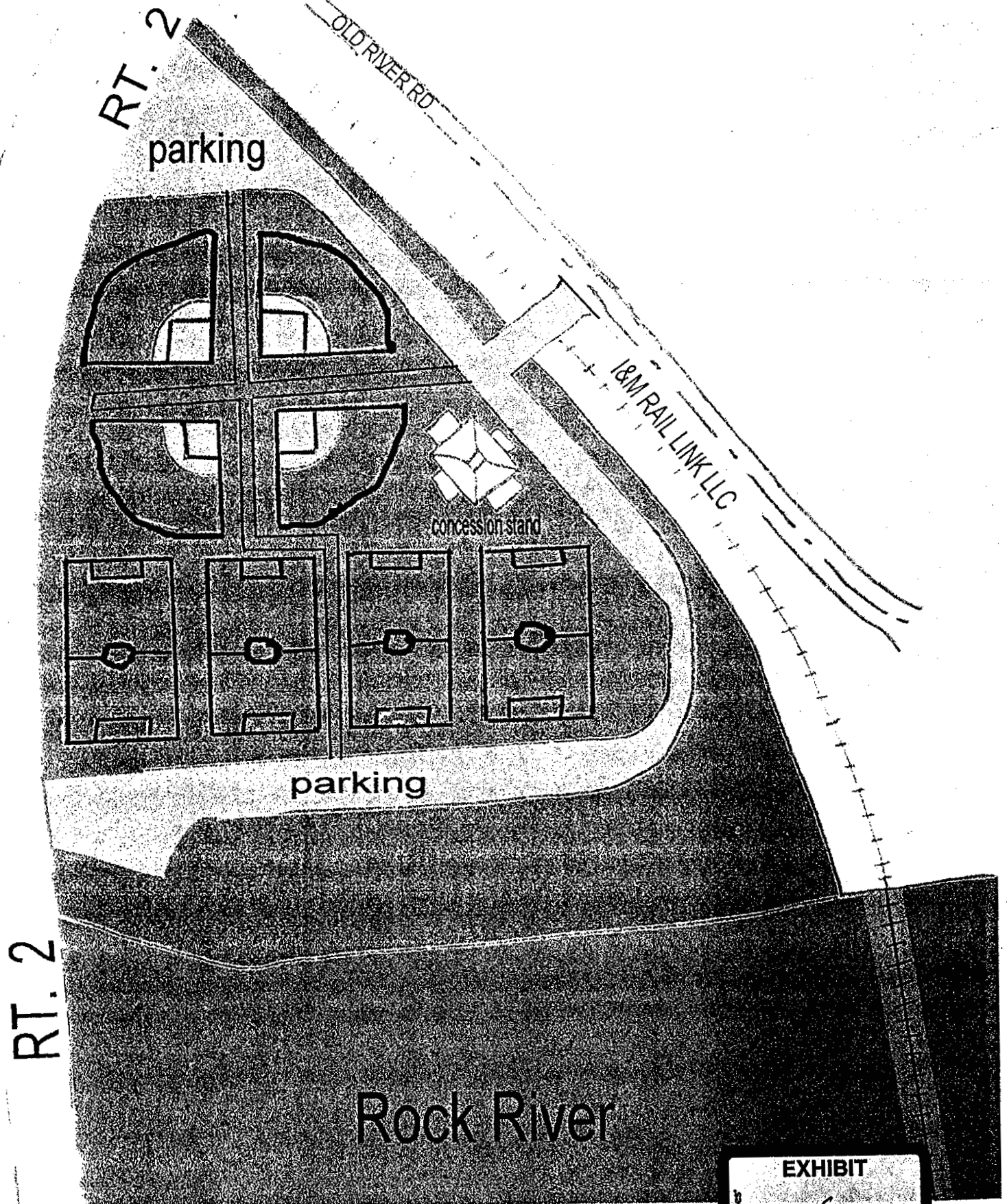
ROCKTON BOAT LAUNCH
6 ACRES
BOAT RAMP
PARKING LOT
COMMUNITY PARK

FIRST NATIONAL BANK
7.5 ACRES (LEASED)
SOFTBALL FIELD
FOOTBALL PRACTICE FIELD
WALKING PATH
COMMUNITY PARK

WOODLANDS PARK
15.6 ACRES
(DEVELOPMENT STAGE)
18 HOLE DISC GOLF
WALKING PATHS
PLAYGROUND
SHELTER/PARKING
HORSESHOE COURT
COMMUNITY PARK



0 1000 2000
SCALE: 1" = 2000'



EXHIBIT

tabbies

C

**ALLIANT ENERGY.**

Alliant Energy Corporation
Worldwide Headquarters
4902 North Billmore Lane
P.O. Box 77007
Madison, WI 53707-1007

Office: 608.458.3311
www.alliantenergy.com

June 26, 2002

Village of Rockton
Scott Fridly, Trustee
110 East Main Street
Rockton, Illinois 61072

Dear Scott,

This letter is to confirm our prior discussions, regarding your proposed public at grade crossing of the I & M Rail Link.

Alliant-Energy is in the process of acquiring 7+ acres of property adjacent to your proposed athletic field. This land is to construct a new Electric Distribution Substation. The site will require access from Highway 64 along with a crossing of the I & M Rail Link. The I & M Chief Engineer has agreed to our construction of a private crossing for this purpose.

The crossing currently proposed by the Village of Rockton will eliminate the need for our private crossing to this facility. After the initial construction is completed, we would use this public road for emergency and routine maintenance purposes. The regularly and routine maintenance trips will be approximately twice a month.

Please contact me on 608-458-3115 with any questions you may have regarding this project.

Sincerely,

Ronald E. Conard
Real Estate and
Right of Way Representative



COPY

PRIVATE ROADWAY AND CROSSING AGREEMENT No. 50.900.305
56ROCKTON
DOT #N/A

THIS AGREEMENT made this 26th day of March, 2002, between I&M RAIL LINK, LLC, a Delaware Limited Liability Company, whose address is Property Management Division, PO Box 16630 Missoula, Montana 59808-6630, hereinafter called "Railroad", and

whose mailing address is
VILLAGE OF ROCKTON
110 EAST MAIN ST
ROCKTON, IL 61072

hereinafter called "Permittee".

The Parties to this Permit are Railroad and Permittee.

In consideration of the mutual covenants and other valuable consideration, Railroad hereby grants permission to Permittee for Permittee's use and maintenance upon the right of way of Railroad a private, non-exclusive, 24 foot road crossing, hereinafter sometimes jointly referred to as the "roadway", and sometimes referred to as the "crossing", located at Milepost 26.6, Survey Station n/a, City Rockton, County of Winnebago, State of Illinois as shown on the attached plat marked Exhibit "A" dated June 26, 2001.

Railroad agrees to the maintenance and use thereof by Permittee upon the following terms and conditions:

Special Provisions: THIS PERMIT IS FOR INDIVIDUAL USE BY THE NAMED PERMITTEE. THIS PERMIT SHALL NOT BE USED FOR SUBDIVISION PURPOSES. ANY PURPORTED USE OTHER THAN FOR THE INDIVIDUAL USE OF THE PERMITTEE SHALL CAUSE AUTOMATIC TERMINATION OF THE PERMIT.

IN EXCHANGE FOR THE INSTALLATION OF THIS CROSSING LOCATED AT MILEPOST 26.6, THE EXISTING FARM CROSSING ACCESSING THE AREA SHALL BE REMOVED AND THE RIVER STREET EASEMENT WILL BE OFFICIALLY ABANDONED.

RAILROAD WILL NOT REQUIRE THE ABANDONMENT OF THE EASEMENT FOR RIVER STREET NOR THE REMOVAL OF THE EXISTING FARM CROSSING CURRENTLY ACCESSING THE AREA UNTIL SUCH TIME AS THE CROSSING COVERED UNDER THIS AGREEMENT IS INSTALLED AND OPERATIONAL. ONCE THIS CROSSING IS OPERATIONAL THE VILLAGE SHALL OFFICIALLY ABANDON THE RIVER STREET EASEMENT AND THE FARM CROSSING SHALL BE REMOVED BY RAILROAD AT THE VILLAGE'S EXPENSE.

CROSSING INSTALLATION AND MAINTENANCE WILL BE AT PERMITTEE'S SOLE EXPENSE. ANY ADDITIONAL SAFETY MEASURES, OR DEVICES, REQUIRED BY THE APPROPRIATE GOVERNING ENTITY, STATE OR FEDERAL, WILL BE TAKEN, OR INSTALLED, AT THE PERMITTEE'S EXPENSE. PERMITTEE SHALL INSTALL A FENCE ALONG THE FULL LENGTH OF THE COMMON PROPERTY LINE.

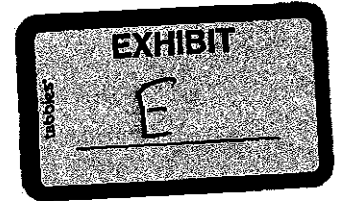
DESIGNATION OF THIS CROSSING AS A PUBLIC CROSSING BY THE ILLINOIS COMMERCE COMMISSION (ICC) WILL SUPERCEDE AND CANCEL THIS PRIVATE ROADWAY AND CROSSING AGREEMENT. THE VILLAGE OF ROCKTON WILL PROVIDE NOTICE OF THE PUBLIC DESIGNATION TO RAILROAD.

1. PURPOSE:

- a. Permittee shall, at Permittee's own cost and expense, maintain the roadway approaches and drainage facilities, but not any portion of the tracks.
- b. Permittee shall, at Permittee's own cost and expense, obtain and furnish to Railroad a Certificate of Insurance evidencing Private Homeowner's Insurance as set out in Exhibit "B" attached hereto and made a part hereof.

RENT:

- a. Permittee shall, upon execution hereof, pay to Railroad for the license and permission hereby granted the sum Ten Dollars (\$10.00) for the annual term commencing as of the date first herein above written. Failure to pay the annual premium for this agreement within sixty (60) days of the effective date shall terminate any rights Permittee may have under this agreement. However, such failure shall not operate to relieve Permittee of any liabilities assumed hereunder.



- b. Railroad reserves the right to review the rental rate of this permit. Railroad may make any necessary adjustments to the rate based on Railroad's standard rate review policies in effect at the time of the review. Railroad will provide Permittee written notice of any adjustment, within thirty (30) days of the review. Specifying a rental rate on a monthly, quarterly or annual basis and payment thereof in advance does not imply nor will it serve to convert the permit to a definite term.

3. RESERVATIONS:

- a. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment, or imply any warranty of title for peaceable possession.
- b. The permission hereby granted shall neither be or be deemed or construed to be a grant of land nor shall it constitute ownership by Permittee of the roadway or that portion of the right of way of Railroad upon which the roadway is located.
- c. The license and permission herein granted is subject to permits, leases, and licenses, if any, heretofore granted by Railroad affecting the premises upon which the crossing is located. Railroad reserves all rights to grant further permits, leases and licenses at the designated location so long as any future permits, leases or licenses do not unreasonably interfere with Permittee's use.
- d. Railroad reserves the right to use its property in any manner not inconsistent with the permit herein made, including, but not limited to, the right to use the roadway and cross over the tracks at any point, for the purpose of constructing or maintaining tracks, roads or roadways and the right to permit other uses not in conflict with the permit.
- e. Permittee hereby accepts Railroad's rights, and any others who have obtained or may obtain permission or authority from Railroad to (a) have unconditional access to any part of the Premises and to (b) construct, operate, maintain, renew and relocate any and all existing or future pipe, power, and communication lines and appurtenances and other facilities of like character upon, over or under the surface of the Premises; (c) construct, operate, maintain, renew and relocate such additional facilities; and (d) make such other use of the surface as Railroad deems necessary and desirable for railroad purposes.
- f. No rights granted in this permit are intended as a conveyance or dedication of Railroad property, to a governmental, quasi-governmental, public or private party. All rights hereunder are intended for the sole benefit of Permittee, its Permittees and permitted successors and assigns.

4. RESTRICTIONS:

- a. If any maintenance, additions or betterments are required on any portion of the tracks (located at the crossing) then Railroad will perform such work and bill Permittee within twenty (20) days thereafter.
- b. Permittee shall at all times keep the flangeways of the crossing free and clear of all snow, dirt or any other obstructions whatsoever which may accumulate by virtue of vehicles or farm machinery crossing thereover or otherwise.
- c. Permittee agrees that the roadway and crossing shall not interfere with the safety and operation of the Railroad or any other operations conducted on the Premises.
- d. Permittee shall not permit the crossing to be used as a public crossing nor shall Permittee authorize others to use the crossing without Railroad's written consent. Provided, however, written consent shall not be required to occasional guests, invitees, employees or agents (including but not limited to contractors, repair, delivery and or construction persons and their equipment, etc.) of Permittee. Permittee further agrees that upon the lease, sale, devise or conveyance of the property being served by this crossing that the Permittee shall notify Railroad of such lease, sale, devise or conveyance and shall require that the lessee, purchaser, receiver or grantee make application for a private crossing with Railroad. If Permittee is a member of a Railroad Crossing Association then Permittee's interest shall pass to the Lessee, purchaser, receiver or grantee of the property. Permittee shall notify Railroad of any such transfer.
- e. Permittee, at Permittee's own expense, shall remove and keep removed any vegetation at the crossing which may interfere with the view of trains approaching in either direction.
- f. If the right of way be now or hereafter fenced at the location described, Permittee shall construct, maintain, and keep repaired at Permittee's expense, farm crossing gates in a manner satisfactory to the Division Superintendent of Railroad, and the gates shall be kept closed, except when necessary to be open for travel.

Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed, or for failure to keep the same in proper repair.

5. **UTILITY NOTICE REQUIREMENTS:** Permittee shall notify all utility operators and other third parties who may have a facility located on the subject premises prior to commencement of any construction or excavation. Permittee assumes all liability for any damage caused to any utility operator or third party.
6. **EQUAL PROTECTION:** It is agreed that the provisions of this permit are for the equal protection of any other railroad company or companies, including National Railroad and Passenger Corporation (AMTRAK), heretofore or hereafter granted the joint use of Railroad's property, of which said premises are a part.
7. **ASSIGNMENT OF PERMIT:**
 - a. Without the prior written consent of Railroad Permittee shall not assign or sublet this Permit or any interest therein, or grant a security interest in any facilities or improvements on the crossing, and no heir, personal representative, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet without such written consent. However, such consent shall not be unreasonably withheld, conditioned, delayed or denied. For the purposes of this section, a merger or corporate reorganization of any entity controlled by, controlling or under common control of permittee shall not be deemed a transfer of assignment. Permittee shall provide evidence of such merger or reorganization that is satisfactory to Railroad.
 - b. Any purported transfer in violation hereof shall cause automatic termination of the permit.
8. **DEFAULT:**
 - a. If Permittee shall default on any covenant or agreement herein assumed, and such default shall not be remedied or corrected within thirty (30) days after written notice by Railroad to Permittee of such default, this Lease shall terminate without further notice. Any waiver by Railroad of any default shall not be construed as a waiver of any subsequent default. While such default continues Permittee shall not remove from said Premises any building or other property owned by Permittee unless directed to do so by Railroad, and shall remain subject to all terms and conditions contained herein.
 - b. If Permittee defaults on any covenant or agreement herein assumed, three (3) or more times in any given year, Railroad shall have the right to terminate this agreement immediately with or without notice to the Permittee. Railroad shall be entitled to recover its reasonable attorney fees and any costs associated with Permittee's default under this agreement.
 - c. Should it become necessary for Railroad to give Permittee written notice of the Permittee's default of any covenant or agreement herein assumed, Permittee shall pay to Railroad an additional sum of One Hundred Fifty Dollars (\$150.00) to cover Railroad's cost of giving said written notice. Said sum shall be paid whether or not an attorney is retained by Railroad. This additional sum shall be paid by Permittee at the time it corrects or cures its default, or the default shall not be considered cured.
9. **TERMINATION OR CANCELLATION:**
 - a. This permit may be terminated upon thirty (30) days written notice by Railroad if the use interferes with Railroad operations and/or Railroad determines that the crossing should be relocated and/or consolidated with another crossing serving as access to Permittee's premises.
 - b. If Permittee fails to punctually and strictly observe and perform any terms and conditions made herein, Railroad may terminate this agreement upon thirty (30) days written notice to Permittee. Upon the expiration of the thirty (30) days written notice to Permittee, Railroad shall have the right to remove the crossing and barricade the roadway at the cost and expense of Permittee.
 - c. This permit provides only for a restricted permissive use of the real property of Railroad. The rights to use the real property created by this agreement are permissive only, and may be terminated upon cancellation of this permit with thirty (30) days written notice from either party. This permit does not create any permanent rights to the use of the real property of Railroad in the form of easement or otherwise, which attaches to or runs with the land. Railroad at all times retains the right to cancel this permit after notice, and upon any such cancellation, any rights or obligations between the parties automatically terminate. This termination provision is subject to the requirements in section 9a.
10. **NOTICE REQUIREMENT:** All notices hereunder to be given by Railroad to Permittee may be given by letter from Railroad or its agents or attorney and forwarded by Certified Mail, Return Receipt Requested, postage prepaid,

addressed to Permittee at Permittee's mailing address above stated or at such address as Permittee may later give Railroad in writing. All notices hereunder to be given by Permittee to Railroad may be given by letter from Permittee or Permittee's agent or attorney and forwarded by Certified Mail, Return Receipt Requested, postage prepaid, addressed to Railroad's Property Management Division, PO Box 16630, Missoula, Montana, 59808-6630.

11. **PERMITTEE'S RELEASES AND OBLIGATIONS TO INDEMNIFY:** As a material consideration of this Permit, without which it would not be granted, Permittee agrees, to the fullest extent provided by law, to release Railroad and to defend, indemnify and hold Railroad harmless from and against any liability, claim, cost or damage on account of personal injury to or death of any persons whomsoever, or damage to or destruction of property to whomsoever belonging, without regard to whether it was caused in part by Railroad or by defective trackage, equipment, or track structures. Nothing herein obligates Permittee to indemnify Railroad for Railroad's negligent acts or willful misconduct. However, Permittee shall be required to indemnify Railroad for any negligence attributed to Permittee's use or occupation of the premises.
12. **ATTORNEY FEES:** If either party takes legal action to enforce any term of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and all costs associated with the action.
13. **SURVIVAL:** All of the indemnities, assumption of liabilities and obligations of Permittee hereunder, shall survive termination of this Permit.
14. **MISCELLANEOUS:**
 - a. The parties warrant and represent that the party signing this agreement on behalf of each has authority to enter into this agreement and to themselves be bound, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of any corporate or partnership resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
 - b. All questions regarding the interpretation or application of provisions of this Permit shall be decided by a court of competent jurisdiction and according to the laws of the State where the property is located.
 - c. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision shall be valid and be enforced to the fullest extent permitted by law. A waiver of any right to enforce any provision of this permit in one instance shall not be deemed to be a waiver of any future right to enforce any provision hereof.
 - d. If there is more than one Permittee of the crossing then all the covenants and agreements of Permittee herein contained shall be the joint and several covenants and agreements of such permittees.
 - e. In addition, and in the event if necessary, when in the sole judgment of Railroad it is necessary to provide flagman protection Permittee shall pay Railroad's standard daily rate plus any overtime along with any additional costs associated with the flagging services.
 - f. This Permit is the full and complete agreement between Railroad and Permittee with respect to all matters relating to use of the Premises, and supersedes any and all other agreements between the parties hereto relating to use of the Premises.

Subject to the foregoing provisions, this agreement and all of the covenants and promises thereof, shall inure to the benefit of and be binding upon the parties hereto, their respective personal representatives, administrators, successors and assigns.

The parties hereto have executed this agreement the day and year first above written.

I&M RAIL LINK, LLC

By: John H. Crowley
Title Director of Real Estate

PERMITTEE

By: Dale Adams
Dale Adams
Village President

ON
COUNTY

49°49' E.
No.16
OF
ROCKTON

N. 54°43' W.
No.15
No.14
VILLAGE

SOLO
W.D. 1-16-47
41+83 SEMAPHORE TO
SOLD.

M-071-M
36+47
SOLD W.D. 2-6-51

No.13

E-546
4-40' SP STEEL DECK GIRDERS
4-120' SP STEEL PONY TRUSSES
4-40' SP STEEL DECK GIRDERS

EQUATION
51+54 N. = 51+50 S.

NE 1/4 SE 1/4
PROP. REC

No.12

SWIRE FENCE
42+62 P.S. #10
8 WIRE FENCE
43+60.2

10+62 P.S.

E-281
42-20" C.I.P.
E-626
FILLED 1931
XING
M-071 XI-M
16+76 P.S.

ROCK

24
T.46 N.R.1 E'



RIVER ST.

RUSSELL

ELIZABETH ST.

N.W. 1/4 S.E. 1/4

OLD RIVER

2

3

5

JONES

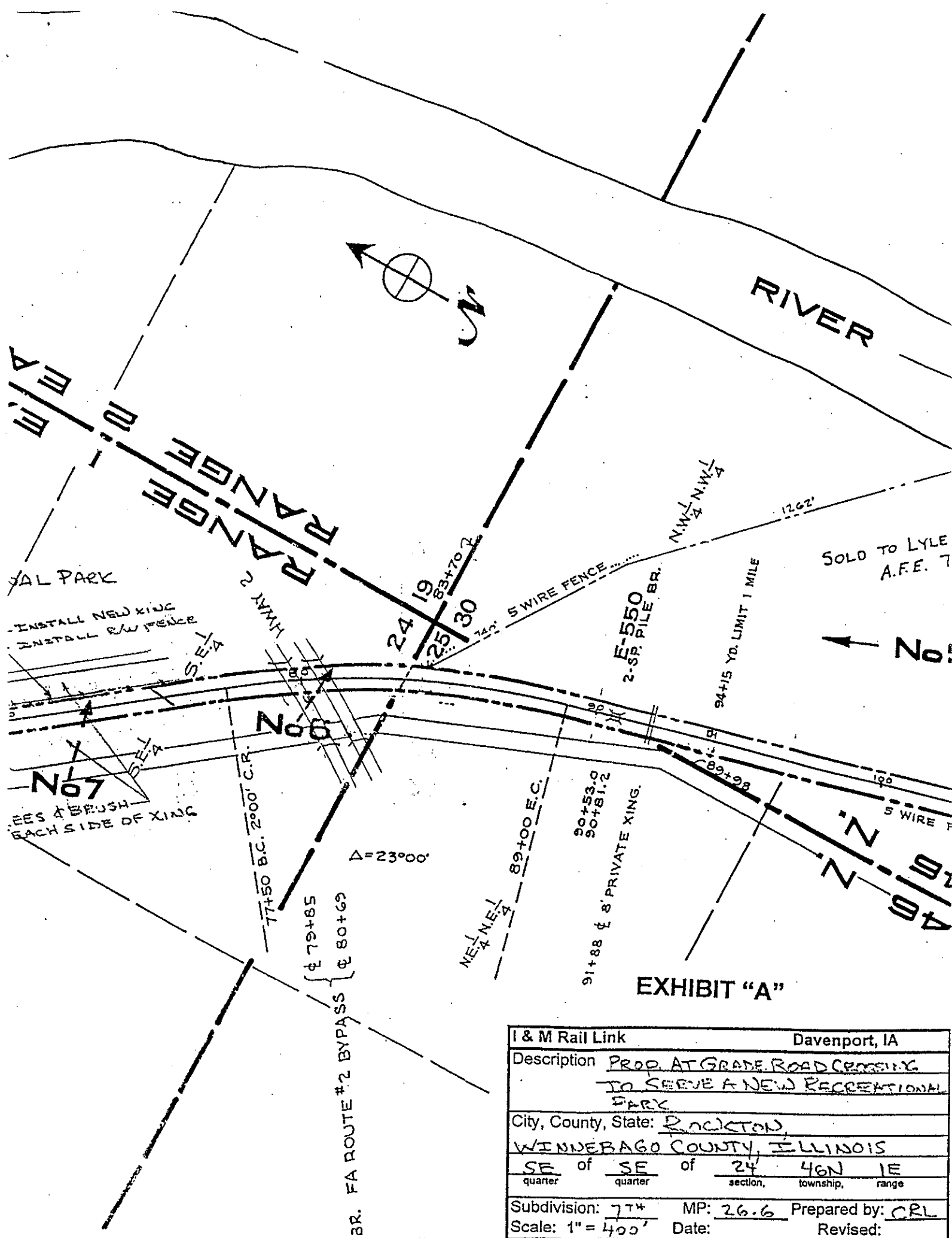


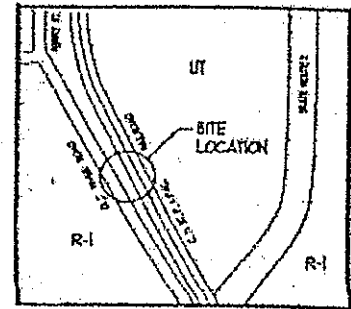
EXHIBIT "A"

I & M Rail Link		Davenport, IA	
Description		<u>PROP. AT GRADE ROAD CROSSING</u> <u>TO SERVE A NEW RECREATIONAL</u> <u>PARK</u>	
City, County, State:		<u>ROCKSTON,</u> <u>WINNEBAGO COUNTY, ILLINOIS</u>	
<u>SE</u> quarter	of <u>SE</u> quarter	of <u>24</u> section,	<u>46N</u> <u>1E</u> township, range
Subdivision: <u>77+</u>		MP: <u>26.6</u>	Prepared by: <u>CRL</u>
Scale: 1" = <u>400'</u>		Date:	Revised:

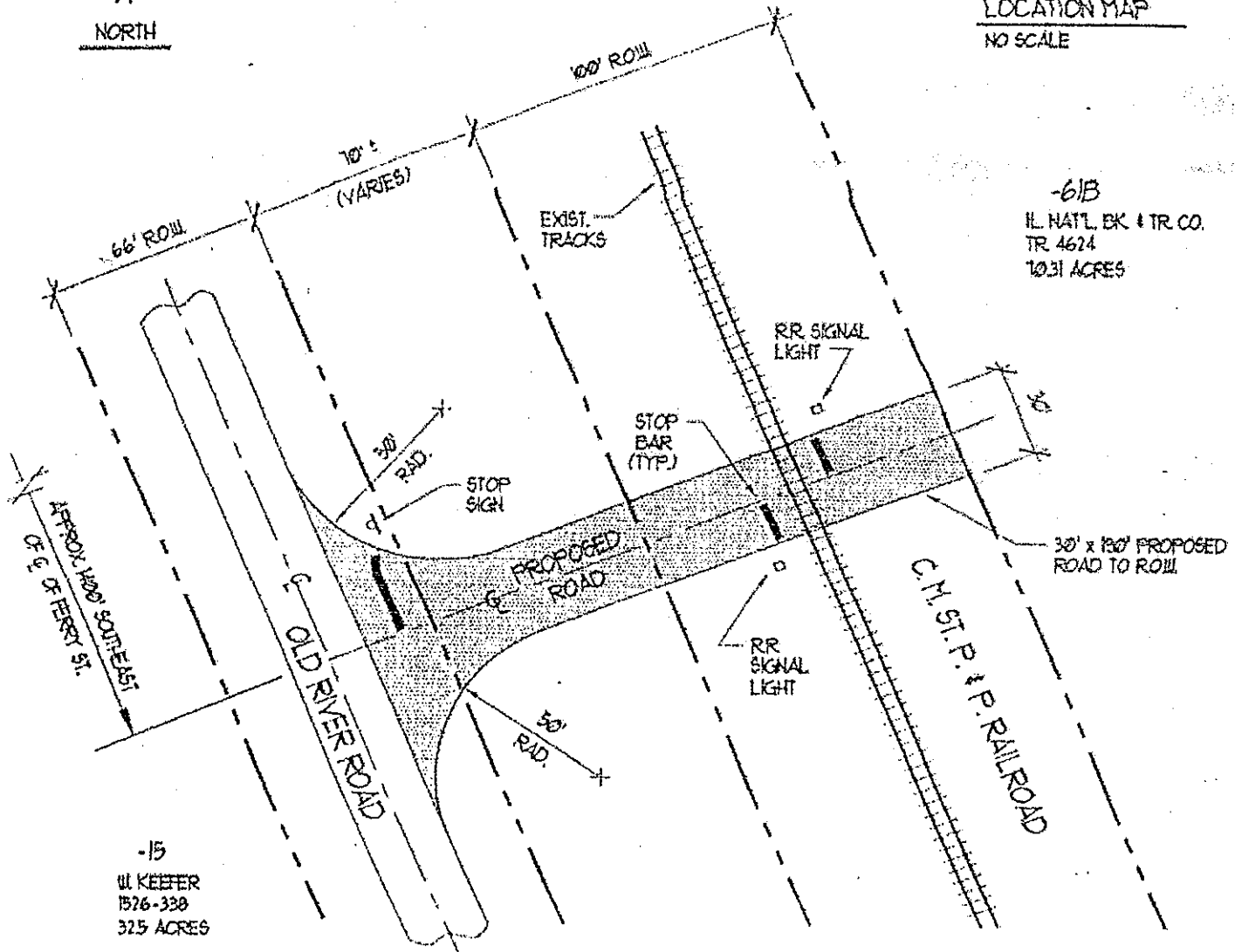
ATTACHMENT "E"



VILLAGE OF ROCKTON PROPOSED TRACK CROSSING OLD RIVER ROAD



LOCATION MAP
NO SCALE



PROPOSED TRACK CROSSING OFF OLD RIVER ROAD

SCALE: 1"=50'

PREPARED BY:



INFATEK consultants inc
INFRASTRUCTURE TECHNOLOGY ENGINEERS
433 SOUTH PHELPS AVE.
ROCKFORD, ILLINOIS 61108
PHONE: (815) 385-3700 FAX: (815) 385-3707

DATE: 9-20-99

EXHIBIT

tabbies

F

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

VILLAGE OF ROCKTON,)
WINNEBAGO COUNTY, ILLINOIS)

Petitioner,)

vs.)

I & M RAIL LINK, L.L.C. A)
DELEWARE LIMITED LIABILITY)
COMPANY, AND THE STATE OF)
ILLINOIS, DEPARTMENT OF)
TRANSPORTATION, DIVISION OF)
HIGHWAYS,)

Respondent)

General No.

Petition of the Village of Rockton for)
an Order of the Illinois Commerce)
Commission directing the construction)
of a public grade crossing at I & M Rail)
Link right of way in the Village of)
Rockton, Winnebago County, Illinois;)
directing the installation of automatic)
flashing light signals and gates)
controlled by constant warning time)
security and dividing the cost of)
installation among the parties and)
directing that a substantial portion of said)
costs be borne by the Grade Crossing)
Protection Fund)

NOTICE OF FILING

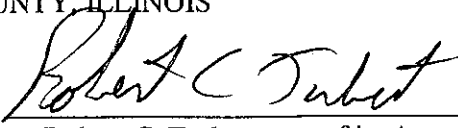
TO: SEE ATTACHED SERVICE LIST

PLEASE TAKE NOTICE that on July 24, 2002, I filed with the Transportation Division
of the Illinois Commerce Commission, 527 East Capital Avenue, P.O. Box 19280, Springfield,
Illinois 62794, the original and two (2) copies of the Village of Rockton Petition.

VILLAGE OF ROCKTON, WINNEBAGO
COUNTY, ILLINOIS

Nicolosi & Associates, P.C.
Gino Galluzzo
Robert C. Torbert
190 Buckley Dr.
Rockford, Illinois 61107
(815) 229-5789

BY:


Robert C. Torbert, one of its Attorneys

Service List

I & M Rail Link, L.L.C.
101 International Way
P.O. Box 16630
Missoula, Montana 59807-8779

I & M Rail Link, L.L.C.
c/o Scott Woodward, Engineering Dept.
1910 E. Kimberly Road
Davenport, Iowa 52807

I & M Rail Link, L.L.C.
c/o CT Corporation System
208 S. LaSalle St.
Chicago, Illinois 60604

Alliant Energy Corporation
c/o Ronald E. Conard
4902 North Biltmore Lane
P.O. Box 77007
Madison, Wisconsin 53707-1007

Iowa, Chicago & Eastern Railroad Corporation
140 N. Phillips Ave.
Sioux Falls, South Dakota 57104

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

VILLAGE OF ROCKTON,)
WINNEBAGO COUNTY, ILLINOIS)

Petitioner,)

vs.)

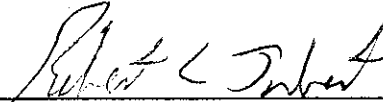
I & M RAIL LINK, L.L.C. A)
DELEWARE LIMITED LIABILITY)
COMPANY, AND THE STATE OF)
ILLINOIS, DEPARTMENT OF)
TRANSPORTATION, DIVISION OF)
HIGHWAYS,)

Respondent)

General No.

PROOF OF SERVICE / CERTIFICATE OF MAILING

I, ROBERT C. TORBERT, being first duly sworn on oath, states that he did deposit a copy of the NOTICE of FILING and PETITION attached hereto upon the Persons on the attached SERVICE LIST by placing a true and correct copy of the same in an envelope, postage prepaid, and by depositing the same in a U.S. Postal Service mailbox in Rockford, Illinois, on or about the hour of 5 p.m. on July 24, 2002.


Robert C. Torbert

SUBSCRIBED and SWORN to before me on this 24th day of July, 2002





Nicolosi & Associates, P.C.
Gino Galluzzo
Robert C. Torbert
190 Buckley Dr.
Rockford, Illinois 61107
(815) 229-5789

Service List

I & M Rail Link, L.L.C.
101 International Way
P.O. Box 16630
Missoula, Montana 59807-8779

I & M Rail Link, L.L.C.
c/o Scott Woodward, Engineering Dept.
1910 E. Kimberly Road
Davenport, Iowa 52807

I & M Rail Link, L.L.C.
c/o CT Corporation System
208 S. LaSalle St.
Chicago, Illinois 60604

Alliant Energy Corporation
c/o Ronald E. Conard
4902 North Biltmore Lane
P.O. Box 77007
Madison, Wisconsin 53707-1007

Iowa, Chicago & Eastern Railroad Corporation
140 N. Phillips Ave.
Sioux Falls, South Dakota 57104